

LAW OFFICES

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ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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16643
RECORDATION NO. 16643
DEC 7 1989 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

16643

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INTERSTATE COMMERCE COMMISSION

December 6, 1989

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

16643
RECORDATION NO. 16643

DEC 7 1989 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one (1) original and six (6) photocopied conformed counterparts of each of the four documents described below.

The first document is a Bill of Sale (the "Bill of Sale") dated as December 5, 1989, between JIM Railcar Associates ("Seller"), and GWI Leasing Corporation ("Buyer").

The names and addresses of the parties to the Bill of Sale are:

Seller
JIM Railcar Associates
203 N. LaSalle Street
Suite 1800
Chicago, IL 60601

Buyer
GWI Leasing Corporation
71 Lewis Street
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Exhibit A attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

1 December 1989

The second document is a Bill of Sale (the "Bill of Sale"), dated as of February 23, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller
ITEL Railcar Corporation
55 Francisco Street
San Francisco, CA 94133

Buyer
GWI Leasing Corporation
71 Lewis Street
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

The third document is a Bill of Sale (the "Bill of Sale"), dated as of April 1, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller
ITEL Railcar Corporation
55 Francisco Street
San Francisco, CA 94133

Buyer
GWI Leasing Corporation
71 Lewis Street
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

The fourth document is a Bill of Sale (the "Bill of Sale"), dated as of April 1, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller
ITEL Railcar Corporation
55 Francisco Street
San Francisco, CA 94133



Buyer
GWI Leasing Corporation
71 Lewis Street
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

Kindly return the six photostatic copies of the four enclosed documents in the envelope provided to Kelley W. White, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of each of the enclosed documents:

Primary Document. Bill of Sale, dated as of December 5, 1989, between JIM Railcar Associates, as Seller, and GWI Leasing Corporation as Buyer, covering fifty-six (56) 100-ton covered hopper railcars described in Exhibit A attached to the Bill of Sale.

Primary Document. Bill of Sale dated as of February 23, 1989, between ITEL

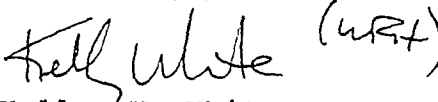
Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering twenty-eight (28) 100-ton covered hopper railcars described on Schedule 1 attached to the Bill of Sale.

Primary Document. Bill of Sale, dated as of April 1, 1989, between ITEL Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering sixty-three (63) 100-ton covered hopper railcars described in Schedule 1 attached to the Bill of Sale.

Primary Document. Bill of Sale, dated as of April 1, 1989, between ITEL Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering thirty-five (35) 100-ton covered hopper railcars described in Schedule 1 attached to the Bill of Sale.

Please call me at the above telephone number in Chicago if you have any questions.

Very truly yours,

 (WRH)
Kelley W. White

KWW/gh

Enclosures

cc: Steven Ordaz
T. Stephen Dyer
Robert W. Kleinman

16643 *PA*
RECORDATION NO. _____ FILED 1/25

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in San Francisco, California, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITEL RAILCAR CORPORATION ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to GWI LEASING CORPORATION ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the railcars identified on Schedule 1 hereto (the "Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and all records, files, drawings and specifications pertaining thereto, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights or indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE CARS "AS IS, WHERE IS", "WITH ALL FAULTS", AND IN RELIANCE SOLELY ON ITS OWN JUDGEMENT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CARS, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

PURCHASER AGREES THAT SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL OR INDIRECT DAMAGES

IN WITNESS WHEREOF, Seller has executed this instrument on this 1st day of April, 1989.

ITEL RAILCAR CORPORATION

By: Robert Kierulff

Title: Vice President and Treasurer

SCHEDULE 1

IDENTIFICATION OF CARS

<u>Reporting Mark</u>	<u>Type and Approximate Dimensions</u>
USLX 600	Sixty-three (63), 3560 cubic foot 100-ton covered hoppers
USLX 601	
USLX 602	
USLX 607	
USLX 609	
USLX 611	USLX 673
USLX 612	USLX 676
USLX 615	USLX 679
USLX 616	
USLX 618	USLX 700
	USLX 702
USLX 621	USLX 703
USLX 623	USLX 704
USLX 624	USLX 705
USLX 627	
USLX 631	USLX 708
	USLX 709
USLX 633	USLX 714
USLX 634	USLX 715
USLX 636	USLX 716
USLX 637	
USLX 639	USLX 719
	USLX 721
USLX 640	USLX 722
USLX 641	USLX 724
USLX 645	USLX 725
USLX 646	
USLX 647	USLX 726
	USLX 728
USLX 649	USLX 730
USLX 653	USLX 734
USLX 655	USLX 735
USLX 657	
USLX 660	USLX 736
	USLX 738
USLX 661	USLX 739
USLX 662	
USLX 663	
USLX 664	
USLX 667	
USLX 671	
USLX 672	

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TOTAL: 63 Cars

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 14th day of July, 1989, before me personally appeared Robert Kiehnle, to me personally known, who being by me duly sworn says that such person is Vice President and Treasurer of Itel Railcar Corporation, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public

